

SEALED

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

FEDERAL TRADE COMMISSION,  
Plaintiff,

v.

REVMOUNTAIN, LLC, a Nevada limited  
liability company,

ROADRUNNER B2C, LLC, also d/b/a  
REVGO, a Nevada limited liability company,

WAVE ROCK, LLC, a Nevada limited  
liability company,

JUNIPER SOLUTIONS, LLC, a Nevada  
limited liability company,

JASPER WOODS, LLC, a Nevada limited  
liability company,

WHEELER PEAK MARKETING, LLC, a  
Nevada limited liability company,

ROIRUNNER, LLC, a Nevada limited  
liability company,

CHERRY BLITZ, LLC, a Nevada limited  
liability company,

FLAT IRON AVENUE, LLC, a Nevada  
limited liability company,

ABSOLUTELY WORKING, LLC, a Nevada  
limited liability company,

THREE LAKES, LLC, a Nevada limited  
liability company,

BRIDGE FORD, LLC, a Nevada limited  
liability company,

HOW AND WHY, LLC, a Nevada limited  
liability company,

SPRUCE RIVER, LLC, a Nevada limited  
liability company,

Case No: 17-cv-02000-APG-GWF

**FILED UNDER SEAL**

**EX PARTE TEMPORARY  
RESTRAINING ORDER WITH ASSET  
FREEZE, APPOINTMENT OF A  
TEMPORARY RECEIVER, AND  
OTHER EQUITABLE RELIEF, AND  
ORDER TO SHOW CAUSE WHY A  
PRELIMINARY INJUNCTION SHOULD  
NOT ISSUE**

1 TRIMXT, LLC, a Nevada limited liability )  
 2 company, )  
 3 ELATION WHITE, LLC, a Nevada limited )  
 4 liability company, )  
 5 IVORYPRO, LLC, a Nevada limited liability )  
 6 company, )  
 7 DOING WHAT'S POSSIBLE, LLC, a )  
 8 Nevada limited liability company, )  
 9 REVGUARD, LLC, a Colorado limited )  
 10 liability company, )  
 11 REVLIVE!, LLC, a Colorado limited liability )  
 12 company, )  
 13 BLUE ROCKET BRANDS, LLC, a )  
 14 Colorado limited liability company, )  
 15 CONVERTIS, LLC, a Colorado limited )  
 16 liability company, )  
 17 CONVERTIS MARKETING, LLC, a )  
 18 Colorado limited liability company, )  
 19 TURTLE MOUNTAINS, LLC, a Colorado )  
 20 limited liability company, )  
 21 BOULDER BLACK DIAMOND, LLC, a )  
 22 Colorado limited liability company, )  
 23 MINT HOUSE, LLC, a Colorado limited )  
 24 liability company, )  
 25 THUNDER AVENUE, LLC, a Colorado )  
 26 limited liability company, )  
 27 UNIVERSITY & FOLSOM, LLC, a )  
 28 Colorado limited liability company, )  
 BOULDER CREEK INTERNET )  
 SOLUTIONS, INC., a Colorado corporation, )  
 WALNUT STREET MARKETING, INC., a )  
 Colorado corporation, )  
 SNOW SALE, LLC, a Colorado limited )  
 liability company, )  
 \_\_\_\_\_ )

1 BRAND FORCE, LLC, a Colorado limited liability company, )  
2 )  
3 WILD FARMS, LLC, a Colorado limited liability company, )  
4 )  
5 SALAMONIE RIVER, LLC, an Indiana limited liability company, )  
6 )  
7 INDIGO SYSTEMS, LLC, an Indiana limited liability company, )  
8 )  
9 NIGHT WATCH GROUP, LLC, an Indiana limited liability company, )  
10 )  
11 NEWPORT CROSSING, LLC, an Indiana limited liability company, )  
12 )  
13 GREENVILLE CREEK, LLC, an Indiana limited liability company, )  
14 )  
15 BROOKVILLE LANE, LLC, an Indiana limited liability company, )  
16 )  
17 ANASAZI MANAGEMENT PARTNERS, LLC, a Wyoming limited liability company, )  
18 )  
19 HONEY LAKE, LLC, a Wyoming limited liability company, )  
20 )  
21 CONDOR CANYON, LLC, a Wyoming limited liability company, )  
22 )  
23 BRASS TRIANGLE, LLC, an Arizona limited liability company, )  
24 )  
25 SOLID ICE, LLC, an Arizona limited liability company, )  
26 )  
27 SANDSTONE BEACH, LLC, an Arizona limited liability company, )  
28 )  
29 DESERT GECKO, LLC, an Arizona limited liability company, )  
30 )  
31 BLIZZARDWHITE, LLC, an Arizona limited liability company, )  
32 )  
33 ACTION PRO WHITE, LLC, an Arizona limited liability company, )  
34 )  
35 FIRST CLASS WHITENING, LLC, an Arizona limited liability company, )  
36 )

1 SPARK WHITENING, LLC, an Arizona )  
 2 limited liability company, )  
 3 TITANWHITE, LLC, an Arizona limited )  
 4 liability company, )  
 5 DENTAL PRO AT HOME, LLC, an Arizona )  
 6 limited liability company, )  
 7 SMILE PRO DIRECT, LLC, an Arizona )  
 8 limited liability company, )  
 9 CIRCLE OF YOUTH SKINCARE, LLC, an )  
 10 Arizona limited liability company, )  
 11 DERMAGLAM, LLC, an Arizona limited )  
 12 liability company, )  
 13 SEDONA BEAUTY SECRETS, LLC, an )  
 14 Arizona limited liability company, )  
 15 BELLAATHOME, LLC, an Arizona limited )  
 16 liability company, )  
 17 SKINNYIQ, LLC, an Arizona limited )  
 18 liability company, )  
 19 BODY TROPICAL, LLC, an Arizona limited )  
 20 liability company, )  
 21 BLAIR MCNEA, individually and as an )  
 22 officer of REVGUARD, LLC, )  
 23 DANIELLE FOSS, individually and as an )  
 24 officer of BLUE ROCKET BRANDS, LLC )  
 and )  
 an )  
 JENNIFER JOHNSON, individually and as )  
 an officer of REVMOUNTAIN, LLC, )  
 Defendants. )

25 Plaintiff, the Federal Trade Commission, has filed its Complaint for Permanent  
 26 Injunction and Other Equitable Relief pursuant to Section 13(b) of the Federal Trade  
 27  
 28

Commission Act (“FTC Act”), 15 U.S.C. § 53(b), and has moved, pursuant to Federal Rule of Civil Procedure 65(b), for a temporary restraining order, asset freeze, other equitable relief, and an order to show cause why a preliminary injunction should not issue against the Individual Defendants and the Corporate Defendants.

### FINDINGS OF FACT

The Court, having considered the Complaint, the ex parte Motion for a Temporary Restraining Order, declarations, exhibits, and the memorandum of points and authorities filed in support thereof, finds that:

A. This Court has jurisdiction over the subject matter of this case, and there is good cause to believe that it will have jurisdiction over all parties hereto and that venue in this district is proper.

B. In numerous instances, Defendants misrepresented the price of trial offers, charged consumers for products they did not order or want, and enrolled consumers into continuity plans without their consent.

C. There is good cause to believe that Defendants have engaged in and are likely to engage in acts or practices that violate Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and Section 5 of the Restore Online Shoppers’ Confidence Act (“ROSCA”), 15 U.S.C. § 8404, and that Plaintiff is therefore likely to prevail on the merits of this action. As demonstrated by consumer complaints and declarations; records of undercover purchases; a report by a usability expert; corporate, banking and payment processing records; and the additional documentation filed by the FTC, the FTC has established a likelihood of success in showing that Defendants deceived consumers by misrepresenting the price of personal care products to obtain their credit card numbers, and then charging them \$100 to \$200 per month for additional products they did not order or want.

D. There is good cause to believe that immediate and irreparable harm will result from Defendants’ ongoing violations of the FTC Act and ROSCA unless Defendants are restrained and enjoined by order of this Court.

1 E. There is good cause to believe that immediate and irreparable damage to the  
 2 Court's ability to grant effective final relief for consumers – including monetary restitution,  
 3 rescission, disgorgement, or refunds – will occur from the sale, transfer, destruction, or other  
 4 disposition or concealment by Defendants of their assets or records, unless Defendants are  
 5 immediately restrained and enjoined by order of this Court; and that, in accordance with Rule  
 6 65(b), the interests of justice require that this Order be granted without prior notice to  
 7 Defendants. Thus, there is good cause for relieving Plaintiff of the duty to provide Defendants  
 8 with prior notice of its Motion for a Temporary Restraining Order.

9 F. Good cause exists for appointing a temporary receiver over the Receivership  
 10 Entities; freezing Defendants' assets; permitting the Plaintiff and the Receiver immediate access  
 11 to the Defendants' business premises; and permitting the Plaintiff and the Receiver to take  
 12 expedited discovery.

13 G. Weighing the equities and considering Plaintiff's likelihood of ultimate success  
 14 on the merits, a temporary restraining order with an asset freeze, the appointment of a temporary  
 15 receiver, immediate access to business premises, expedited discovery, and other equitable relief  
 16 is in the public interest.

17 H. This Court has authority to issue this Order pursuant to Section 13(b) of the FTC  
 18 Act, 15 U.S.C. § 53(b); Federal Rule of Civil Procedure 65; and the All Writs Act, 28 U.S.C.  
 19 § 1651.

20 I. No security is required of any agency of the United States for issuance of a  
 21 temporary restraining order. Fed. R. Civ. P. 65(c).

## 22 DEFINITIONS

23 For the purpose of this Order, the following definitions shall apply:

24 A. “**Asset**” means any legal or equitable interest in, right to, or claim to, any  
 25 property, wherever located and by whomever held.

1           B.     **“Billing Information”** means any data that enables any person to access a  
2 customer’s account, such as a credit card, checking, savings, share or similar account, utility bill,  
3 mortgage loan account, or debit card.

4           C.     **“Charge,” “Charged,” or “Charging”** means any attempt to collect money or  
5 other consideration from a consumer, including but not limited to causing Billing Information to  
6 be submitted for payment, including against the consumer’s credit card, debit card, bank account,  
7 telephone bill, or other account.

8           D.     **“Clear(ly) and conspicuous(ly)”** means that a required disclosure is difficult to  
9 miss (i.e., easily noticeable) and easily understandable by ordinary consumers, including in all of  
10 the following ways:

11               1.     In any communication that is solely visual or solely audible, the disclosure  
12 must be made through the same means through which the communication is presented.

13               In any communication made through both visual and audible means, such as a television  
14 advertisement, the disclosure must be presented simultaneously in both the visual and  
15 audible portions of the communication even if the representation requiring the disclosure  
16 is made in only one means;

17               2.     A visual disclosure, by its size, contrast, location, the length of time it  
18 appears, and other characteristics, must stand out from any accompanying text or other  
19 visual elements so that it is easily noticed, read, and understood;

20               3.     An audible disclosure, including by telephone or streaming video, must be  
21 delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily  
22 hear and understand it;

23               4.     In any communication using an interactive electronic medium, such as the  
24 Internet or software, the disclosure must be unavoidable;

25               5.     The disclosure must use diction and syntax understandable to ordinary  
26 consumers and must appear in each language in which the representation that requires the  
27 disclosure appears;  
28



1           6.       The disclosure must comply with these requirements in each medium  
2 through which it is received, including all electronic devices and face-to-face  
3 communications;

4           7.       The disclosure must not be contradicted or mitigated by, or inconsistent  
5 with, anything else in the communication; and

6           8.       When the representation or sales practice targets a specific audience, such  
7 as children, the elderly, or the terminally ill, “ordinary consumers” includes reasonable  
8 members of that group.

9           4.       **“Close Proximity”** means immediately adjacent to the triggering representation.  
10 In the case of advertisements disseminated verbally or through audible means, the disclosure  
11 shall be made as soon as practicable after the triggering representation.

12           E.       **“Corporate Defendants”** means RevMountain, LLC; RoadRunner B2C, LLC,  
13 d/b/a RevGo; Wave Rock, LLC; Juniper Solutions, LLC; Jasper Woods, LLC; Wheeler Peak  
14 Marketing, LLC; ROIRunner, LLC; Cherry Blitz, LLC; Flat Iron Avenue, LLC; Absolutely  
15 Working, LLC; Three Lakes, LLC; Bridge Ford, LLC; How and Why, LLC; Spruce River, LLC;  
16 TrimXT, LLC; Elation White, LLC; IvoryPro, LLC; Doing What’s Possible, LLC; RevGuard,  
17 LLC; RevLive!, LLC; Blue Rocket Brands, LLC; Convertis, LLC; Convertis Marketing, LLC;  
18 Turtle Mountains, LLC; Boulder Black Diamond, LLC; Mint House, LLC; Thunder Avenue,  
19 LLC; University & Folsom, LLC; Boulder Creek Internet Solutions, Inc.; Walnut Street  
20 Marketing, Inc.; Snow Sale, LLC; Brand Force, LLC; Wild Farms, LLC; Salamonie River, LLC;  
21 Indigo Systems, LLC; Night Watch Group, LLC; Newport Crossing, LLC; Greenville Creek,  
22 LLC; Brookville Lane, LLC; Anasazi Management Partners, LLC; Honey Lake, LLC; Condor  
23 Canyon, LLC; Brass Triangle, LLC; Solid Ice, LLC; Sandstone Beach, LLC; Desert Gecko,  
24 LLC; Blizzardwhite, LLC; Action Pro White, LLC; First Class Whitening, LLC; Spark  
25 Whitening, LLC; Titanwhite, LLC; Dental Pro At Home, LLC; Smile Pro Direct, LLC; Circle of  
26 Youth Skincare, LLC; DermaGlam, LLC; Sedona Beauty Secrets, LLC; Bellaathome, LLC;

1 SkinnyIQ, LLC; Body Tropical, LLC; and each of their subsidiaries, affiliates, successors, and  
2 assigns.

3 F. **“Defendant(s)”** means the Corporate Defendants, Blair McNea, Danielle Foss,  
4 and Jennifer Johnson, individually, collectively, or in any combination.

5 G. **“Document”** is synonymous in meaning and equal in scope to the usage of  
6 “document” and “electronically stored information” in Federal Rule of Civil Procedure 34(a),  
7 and includes writings, drawings, graphs, charts, photographs, sound and video recordings,  
8 images, Internet sites, web pages, websites, electronic correspondence, including e-mail and  
9 instant messages, contracts, accounting data, advertisements, FTP Logs, Server Access Logs,  
10 books, written or printed records, handwritten notes, telephone logs, telephone scripts, receipt  
11 books, ledgers, personal and business canceled checks and check registers, bank statements,  
12 appointment books, computer records, customer or sales databases and any other electronically  
13 stored information, including Documents located on remote servers or cloud computing systems,  
14 and other data or data compilations from which information can be obtained directly or, if  
15 necessary, after translation into a reasonably usable form. A draft or non-identical copy is a  
16 separate document within the meaning of the term.

17 H. **“Electronic Data Host”** means any person or entity in the business of storing,  
18 hosting, or otherwise maintaining electronically stored information. This includes, but is not  
19 limited to, any entity hosting a website or server, and any entity providing “cloud based”  
20 electronic storage.

21 I. **“Negative Option Feature”** means, in an offer or agreement to sell or provide  
22 any good or service, a provision under which the consumer’s silence or failure to take affirmative  
23 action to reject a good or service or to cancel the agreement is interpreted by the seller or  
24 provider as acceptance or continuing acceptance of the offer.

25 J. **“Receiver”** means the temporary receiver appointed in Section XIII of this Order  
26 and any deputy receivers that shall be named by the temporary receiver.  
27  
28



1 C. The extent to which the consumer must take affirmative action(s) to avoid any  
2 Charges; and

3 D. That consumers who complete a transaction are purchasing two separate products  
4 with separate monthly negative option plans.

5 **III. OBTAINING EXPRESS INFORMED CONSENT**

6 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents, employees,  
7 attorneys, and all other persons in active concert or participation with any of them, who receive  
8 actual notice of this Order, whether acting directly or indirectly, are permanently restrained and  
9 enjoined from using Billing Information to obtain payment from a consumer for any online  
10 transaction in connection with the advertising, marketing, promoting, offering for sale, or sale of  
11 any good or service with a Negative Option Feature, unless Defendants first obtain the express  
12 informed consent of the consumer before Charging the consumer's credit card, debit cards, banks  
13 accounts or other financial accounts for products or services.

14 **IV. PROHIBITION ON RELEASE OF CUSTOMER INFORMATION**

15 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents, employees,  
16 and attorneys, and all other Persons in active concert or participation with any of them, who  
17 receive actual notice of this Order, whether acting directly or indirectly, are hereby temporarily  
18 restrained and enjoined from:

19 A. Selling, renting, leasing, transferring, or otherwise disclosing, the name, address,  
20 birth date, telephone number, email address, credit card number, bank account number, Social  
21 Security number, or other financial or identifying information of any person that any Defendant  
22 obtained in connection with any activity that pertains to the subject matter of this Order; and

23 B. Benefitting from or using the name, address, birth date, telephone number, email  
24 address, credit card number, bank account number, Social Security number, or other financial or  
25 identifying information of any person that any Defendant obtained in connection with any  
26 activity that pertains to the subject matter of this Order.



1 corporate credit card account for which any Defendant is, or was on the date that this Order was  
2 signed, an authorized signor; or

3 D. Cashing any checks or depositing any money orders or cash received from  
4 consumers, clients, or customers of any Defendant.

5 E. The Assets affected by this Section shall include: (1) all Assets of Defendants as  
6 of the time this Order is entered; and (2) Assets obtained by Defendants after this Order is  
7 entered if those Assets are derived from any activity that is the subject of the Complaint in this  
8 matter or that is prohibited by this Order. This Section does not prohibit any transfers to the  
9 Receiver or repatriation of foreign Assets specifically required by this Order.

10 **VI. DUTIES OF ASSET HOLDERS AND OTHER THIRD PARTIES**

11 **IT IS FURTHER ORDERED** that any financial or brokerage institution, Electronic  
12 Data Host, credit card processor, payment processor, merchant bank, acquiring bank,  
13 independent sales organization, third party processor, payment gateway, insurance company,  
14 business entity, or person who receives actual notice of this Order (by service or otherwise) and  
15 that (a) holds, controls, or maintains custody, through an account or otherwise, of any Document  
16 on behalf of any Defendant or any Asset that is: owned or controlled, directly or indirectly, by  
17 any Defendant; held, in part or in whole, for the benefit of any Defendant; in the actual or  
18 constructive possession of any Defendant; or owned or controlled by, in the actual or  
19 constructive possession of, or otherwise held for the benefit of, any corporation, partnership,  
20 asset protection trust, or other entity that is directly or indirectly owned, managed, or controlled  
21 by any Defendant; (b) holds, controls, or maintains custody of any Document or Asset associated  
22 with credits, debits or charges made on behalf of any Defendant, including reserve funds held by  
23 payment processors, credit card processors, merchant banks, acquiring banks, independent sales  
24 organizations, third party processors, payment gateways, insurance companies, or other entities;  
25 or (c) has held, controlled, or maintained custody of any such Document, Asset, or account at  
26 any time since the date of entry of this Order shall:

1           A.     Hold, preserve, and retain within its control and prohibit the withdrawal, removal,  
2 alteration, assignment, transfer, pledge, encumbrance, disbursement, dissipation, relinquishment,  
3 conversion, sale, or other disposal of any such Document or Asset, as well as all Documents or  
4 other property related to such Assets, except to the Receiver or by further order of this Court;

5           B.     Deny any Person, except the Receiver, access to any safe deposit box, commercial  
6 mail box, or storage facility that is titled in the name of any Defendant, either individually or  
7 jointly, or otherwise subject to access by any Defendant;

8           C.     Provide Plaintiff's counsel and the Receiver, within ten (10) days of receiving a  
9 copy of this Order, a sworn statement setting forth:

10                   1.     The identification number of each such account or Asset;

11                   2.     The balance of each such account, or a description of the nature  
12 and value of each such Asset as of the close of business on the day on which this  
13 Order is served, and, if the account or other Asset has been closed or removed, the  
14 date closed or removed, the total funds removed in order to close the account, and  
15 the name of the person or entity to whom such account or other Asset was  
16 remitted; and

17                   3.     The identification of any safe deposit box, commercial mail box, or  
18 storage facility that is either titled in the name, individually or jointly, of any  
19 Defendant, or is otherwise subject to access by any Defendant; and

20           D.     Upon the request of Plaintiff's counsel or the Receiver, promptly provide  
21 Plaintiff's counsel and the Receiver with copies of all records or other Documents pertaining to  
22 such account or Asset, including originals or copies of account applications, account statements,  
23 signature cards, checks, drafts, deposit tickets, transfers to and from the accounts, including wire  
24 transfers and wire transfer instructions, all other debit and credit instruments or slips, currency  
25 transaction reports, 1099 forms, and all logs and records pertaining to safe deposit boxes,  
26 commercial mail boxes, and storage facilities.

E. This Section does not prohibit any transfers to the Receiver or repatriation of foreign Assets specifically required by this order.

## VII. FINANCIAL DISCLOSURES

**IT IS FURTHER ORDERED** that each Defendant, within ten (10) days of service of this Order upon them, shall prepare and deliver to Plaintiff's counsel and the Receiver completed financial statements on the forms attached to this Order as **Attachment A** (Financial Statement of Individual Defendant) for each Individual Defendant, and **Attachment B** (Financial Statement of Corporate Defendant) for each Corporate Defendant.

## VIII. FOREIGN ASSET REPATRIATION

**IT IS FURTHER ORDERED** that within ten (10) days following the service of this Order, each Defendant shall:

A. Provide Plaintiff's counsel and the Receiver with a full accounting, verified under oath and accurate as of the date of this Order, of all Assets, Documents, and accounts outside of the United States which are: (1) titled in the name, individually or jointly, of any Defendant; (2) held by any person or entity for the benefit of any Defendant or for the benefit of any corporation, partnership, asset protection trust, or other entity that is directly or indirectly owned, managed, or controlled by any Defendant; or (3) under the direct or indirect control, whether jointly or singly, of any Defendant;

B. Take all steps necessary to provide Plaintiff's counsel and Receiver access to all Documents and records that may be held by third parties located outside of the territorial United States of America, including signing the Consent to Release of Financial Records appended to this Order as **Attachment C**;

C. Transfer to the territory of the United States all Documents and Assets located in foreign countries which are: (1) titled in the name, individually or jointly, of any Defendant; (2) held by any person or entity for the benefit of any Defendant or for the benefit of any corporation, partnership, asset protection trust, or other entity that is directly or indirectly owned,



managed, or controlled by any Defendant; or (3) under the direct or indirect control, whether jointly or singly, of any Defendant; and

D. The same business day as any repatriation, (1) notify the Receiver and counsel for Plaintiff of the name and location of the financial institution or other entity that is the recipient of such Documents or Assets; and (2) serve this Order on any such financial institution or other entity.

#### IX. NON-INTERFERENCE WITH REPATRIATION

**IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents, employees, and attorneys, and all other Persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby temporarily restrained and enjoined from taking any action, directly or indirectly, which may result in the encumbrance or dissipation of foreign Assets, or in the hindrance of the repatriation required by this Order, including, but not limited to:

A. Sending any communication or engaging in any other act, directly or indirectly, that results in a determination by a foreign trustee or other entity that a "duress" event has occurred under the terms of a foreign trust agreement until such time that all Defendants' Assets have been fully repatriated pursuant to this Order; or

B. Notifying any trustee, protector or other agent of any foreign trust or other related entities of either the existence of this Order, or of the fact that repatriation is required pursuant to a court order, until such time that all Defendants' Assets have been fully repatriated pursuant to this Order.

#### X. CONSUMER CREDIT REPORTS

**IT IS FURTHER ORDERED** that Plaintiff may obtain credit reports concerning any Defendants pursuant to Section 604(a)(1) of the Fair Credit Reporting Act, 15 U.S.C. 1681b(a)(1), and that, upon written request, any credit reporting agency from which such reports are requested shall provide them to Plaintiff.

**XI. PRESERVATION OF RECORDS**

**IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents, employees, and attorneys, and all other Persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby temporarily restrained and enjoined from:

A. Destroying, erasing, falsifying, writing over, mutilating, concealing, altering, transferring, or otherwise disposing of, in any manner, directly or indirectly, Documents that relate to: (1) the business, business practices, Assets, or business or personal finances of any Defendant; (2) the business practices or finances of entities directly or indirectly under the control of any Defendant; or (3) the business practices or finances of entities directly or indirectly under common control with any other Defendant; and

B. Failing to create and maintain Documents that, in reasonable detail, accurately, fairly, and completely reflect Defendants' incomes, disbursements, transactions, and use of Defendants' Assets.

**XII. REPORT OF NEW BUSINESS ACTIVITY**

**IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby temporarily restrained and enjoined from creating, operating, or exercising any control over any business entity, whether newly formed or previously inactive, including any partnership, limited partnership, joint venture, sole proprietorship, or corporation, without first providing Plaintiff's counsel and the Receiver with a written statement disclosing: (1) the name of the business entity; (2) the address and telephone number of the business entity; (3) the names of the business entity's officers, directors, principals, managers, and employees; and (4) a detailed description of the business entity's intended activities.

### **XIII. TEMPORARY RECEIVER**

**IT IS FURTHER ORDERED** that Joshua Teeple of Grobstein Teeple LLP is appointed as temporary receiver of the Receivership Entities with full powers of an equity receiver. No bond of the Receiver is required during the pendency of this Order. At the hearing provided for in Section XXVII, if the Court appoints a permanent receiver in this matter, the Court will determine the appropriate receiver's bond amount, if any. The Receiver shall be solely the agent of this Court in acting as Receiver under this Order.

The Receiver shall be vested with, and is authorized, directed and empowered to exercise, all of the power of the Receivership Entities, their officers, directors, shareholders, members, general partners, or persons who exercise similar powers and perform similar duties; and that the Receivership Entities, their officers, directors, shareholders, members, general partners, agents, employees, representatives, successors in interest, attorneys in fact, and all persons acting in concert or participating with them, are hereby divested of, restrained and barred from exercising any of the powers vested herein in the Receiver.

### **XIV. DUTIES AND AUTHORITY OF RECEIVER**

**IT IS FURTHER ORDERED** that the Receiver is directed and authorized to accomplish the following:

A. Assume full control of Receivership Entities by removing, as the Receiver deems necessary or advisable, any director, officer, independent contractor, employee, attorney, or agent of any Receivership Entity from control of, management of, or participation in, the affairs of the Receivership Entity;

B. Take exclusive custody, control, and possession of all Assets and Documents of, or in the possession, custody, or under the control of, any Receivership Entity, wherever situated;

C. Conserve, hold, manage, and prevent the loss of all Assets of the Receivership Entities, and perform all acts necessary or advisable to preserve the value of those Assets. The Receiver shall assume control over the income and profits therefrom and all sums of money now or hereafter due or owing to the Receivership Entities. The Receiver shall have full power to sue

1 for, collect, and receive, all Assets of the Receivership Entities and of other persons or entities  
2 whose interests are now under the direction, possession, custody, or control of, the Receivership  
3 Entities. Provided, however, that the Receiver shall not attempt to collect any amount from a  
4 consumer if the Receiver believes the consumer's debt to the Receivership Entities has resulted  
5 from the deceptive acts or practices or other violations of law alleged in the Complaint in this  
6 matter, without prior Court approval;

7 D. Obtain, conserve, hold, manage, and prevent the loss of all Documents of the  
8 Receivership Entities, and perform all acts necessary or advisable to preserve such Documents.  
9 The Receiver shall: divert mail; preserve all Documents of the Receivership Entities that are  
10 accessible via electronic means (such as online access to financial accounts and access to  
11 electronic documents held onsite or by Electronic Data Hosts), by changing usernames,  
12 passwords or other log-in credentials; take possession of all electronic Documents of the  
13 Receivership Entities stored onsite or remotely; take whatever steps necessary to preserve all  
14 such Documents; and obtain the assistance of the FTC's Digital Forensic Unit for the purpose of  
15 obtaining electronic documents stored onsite or remotely.

16 E. Choose, engage, and employ attorneys, accountants, appraisers, and other  
17 independent contractors and technical specialists, as the Receiver deems advisable or necessary  
18 in the performance of duties and responsibilities under the authority granted by this Order;

19 F. Make payments and disbursements from the receivership estate that are necessary  
20 or advisable for carrying out the directions of, or exercising the authority granted by, this Order,  
21 and to incur, or authorize the making of, such agreements as may be necessary and advisable in  
22 discharging his or her duties as Receiver. The Receiver shall apply to the Court for prior  
23 approval of any payment of any debt or obligation incurred by the Receivership Entities prior to  
24 the date of entry of this Order, except payments that the Receiver deems necessary or advisable  
25 to secure Assets of the Receivership Entities, such as rental payments.

26 G. Take all steps necessary to secure and take exclusive custody of each location  
27 from which the Receivership Entities operate their businesses. Such steps may include, but are  
28

1 not limited to, any of the following, as the Receiver deems necessary or advisable: (1) securing  
2 the location by changing the locks and alarm codes and disconnecting any internet access or  
3 other means of access to the computers, servers, internal networks, or other records maintained at  
4 that location; and (2) requiring any persons present at the location to leave the premises, to  
5 provide the Receiver with proof of identification, and/or to demonstrate to the satisfaction of the  
6 Receiver that such persons are not removing from the premises Documents or Assets of the  
7 Receivership Entities. Law enforcement personnel, including, but not limited to, police or  
8 sheriffs, may assist the Receiver in implementing these provisions in order to keep the peace and  
9 maintain security. If requested by the Receiver, the United States Marshal will provide  
10 appropriate and necessary assistance to the Receiver to implement this Order and is authorized to  
11 use any necessary and reasonable force to do so;

12 H. Take all steps necessary to prevent the modification, destruction, or erasure of any  
13 web page or website registered to and operated, in whole or in part, by any Defendants, and to  
14 provide access to all such web page or websites to Plaintiff's representatives, agents, and  
15 assistants, as well as Defendants and their representatives;

16 I. Enter into and cancel contracts and purchase insurance as advisable or necessary;

17 J. Verify the nature and extent of, and obtain as the Receiver deems necessary or  
18 appropriate for the preservation of Assets, insurance coverage; provided however, there may be a  
19 gap of time before such insurance may be in place to properly protect the Assets and any  
20 employees of the receivership estate; and the Receiver has no responsibility or liability until such  
21 time as the Receiver has notified the Court by filing a notice that insurance is in place. In  
22 connection therewith, the Receiver is hereby authorized to engage insurance brokers and  
23 consultants as necessary to properly insure the Assets;

24 K. Prevent the inequitable distribution of Assets and determine, adjust, and protect  
25 the interests of consumers who have transacted business with the Receivership Entities;

26 L. Make an accounting, as soon as practicable, of the Assets and financial condition  
27 of the receivership and file the accounting with the Court and deliver copies thereof to all parties;  
28

1 M. Institute, compromise, adjust, appear in, intervene in, defend, dispose of, or  
2 otherwise become party to any legal action in state, federal or foreign courts or arbitration  
3 proceedings as the Receiver deems necessary and advisable to preserve or recover the Assets of  
4 the Receivership Entities, or to carry out the Receiver's mandate under this Order, including but  
5 not limited to, actions challenging fraudulent or voidable transfers;

6 N. Issue subpoenas to obtain Documents and records pertaining to the Receivership,  
7 and conduct discovery in this action on behalf of the receivership estate, in addition to obtaining  
8 other discovery as set forth in this Order;

9 O. Open one or more bank accounts at designated depositories for funds of the  
10 Receivership Entities. The Receiver shall deposit all funds of the Receivership Entities in such  
11 designated accounts and shall make all payments and disbursements from the receivership estate  
12 from such accounts. The Receiver shall serve copies of monthly account statements on all  
13 parties;

14 P. Open all mail directed to or received by or at the premises, or post office or  
15 private or commercial mail boxes of the Receivership Entities, and to inspect all mail opened  
16 prior to the entry of this Order, to determine whether items or information therein fall within the  
17 mandates of this Order. In connection therewith, the Receiver is authorized to instruct the  
18 United States Postmaster and anyone in possession or control of a private or commercial mailbox  
19 to hold and/or reroute mail directed to any of the Receivership Entities. The Receivership  
20 Entities are directed not to open a new mailbox or take any steps or make any arrangements to  
21 receive mail in contravention of this Order, whether through the United States mail, a private  
22 mail depository, or courier service;

23 Q. Maintain accurate records of all receipts and expenditures incurred as Receiver;

24 R. Allow the Plaintiff's representatives, agents, and assistants, as well as  
25 Defendants' representatives and Defendants themselves, reasonable access to the premises of the  
26 Receivership Entities, or any other premises where the Receivership Entities conduct business.  
27 The purpose of this access shall be to inspect and copy any and all books, records, Documents,

accounts, and other property owned by, or in the possession of, the Receivership Entities or their agents. The Receiver shall have the discretion to determine the time, manner, and reasonable conditions of such access;

S. Allow the Plaintiff's representatives, agents, and assistants, as well as Defendants and their representatives reasonable access to all Documents in the possession, custody, or control of the Receivership Entities;

T. Cooperate with reasonable requests for information or assistance from any state or federal civil or criminal law enforcement agency;

U. Suspend business operations of the Receivership Entities if in the judgment of the Receiver such operations cannot be continued legally and profitably;

V. If the Receiver identifies a nonparty entity as a Receivership Entity, promptly notify the entity as well as the parties, and inform the entity that it can challenge the Receiver's determination by filing a motion with the Court. Provided, however, that the Receiver may delay providing such notice until the Receiver has established control of the nonparty entity and its assets and records, if the Receiver determines that notice to the entity or the parties before the Receiver establishes control over the entity may result in the destruction of records, dissipation of assets, or any other obstruction of the Receiver's control of the entity; and

W. If in the Receiver's judgment the business operations cannot be continued legally and profitably, take all steps necessary to ensure that any of the Receivership Entities' web pages or websites relating to the activities alleged in the Complaint cannot be accessed by the public, or are modified for consumer education and/or informational purposes, and take all steps necessary to ensure that any telephone numbers associated with the Receivership Entities cannot be accessed by the public, or are answered solely to provide consumer education or information regarding the status of operations.

## **XV. RECEIVER'S REPORTS**

**IT IS FURTHER ORDERED** that the Receiver must:

1           A.     File a summary report with the Court of the temporary receivership at or before  
2 the hearing provided for in Section XXVII, and include the following information:

3                   1.     The steps taken by the Receiver to implement the terms of the TRO;

4                   2.     The known value of Assets and sum of liabilities of the Receivership  
5 Entities;

6                   3.     The steps the Receiver intends to take in the future to protect receivership  
7 Assets, recover receivership Assets from third parties, and adjust receivership liabilities if  
8 s/he is appointed a permanent receiver;

9                   4.     the Receiver's opinion on whether any portion of the business of any of  
10 the Receivership Entities can continue to operate legally and profitably; and

11                   5.     Any other matters which the Receiver believes should be brought to the  
12 Court's attention.

13                   **XVI. TRANSFER OF RECEIVERSHIP PROPERTY TO RECEIVER**

14           **IT IS FURTHER ORDERED** that Defendants and any other person with possession,  
15 custody, or control of property of, or records relating to, the Receivership Entities shall, upon  
16 notice of this Order by personal service or otherwise, fully cooperate with and assist the Receiver  
17 in taking and maintaining possession, custody, or control of the Assets and Documents of the  
18 Receivership Entities and immediately transfer or deliver to the Receiver possession, custody,  
19 and control of, the following:

20                   A.     All Assets held by or for the benefit of the Receivership Entities;

21                   B.     All Documents of or pertaining to the Receivership Entities;

22                   C.     All computers, electronic devices, mobile devices and machines used to conduct  
23 the business of the Receivership Entities;

24                   D.     All Assets and Documents belonging to other persons or entities whose interests  
25 are under the direction, possession, custody, or control of the Receivership Entities;

26                   E.     All available insurance information for both existing and prior insurance policies.  
27 This includes all applications, policies, riders, correspondence, endorsements, claims and other  
28



1 information. The Receivership Entities are ordered to : (1) advise the insurance agent(s) of this  
2 Order in writing; (2) designate all authority over the policies to be held by the Receiver pursuant  
3 to this Order; and (3) take no action with regarding to terminating or modifying existing  
4 insurance policies; and

5 F. All keys, codes, user names and passwords necessary to gain or to secure access  
6 to any Assets or Documents of or pertaining to the Receivership Entities, including access to  
7 their business premises, means of communication, accounts, computer systems (onsite and  
8 remote), Electronic Data Hosts, or other property.

9 In the event that any person or entity fails to deliver or transfer any Asset or Document,  
10 or otherwise fails to comply with any provision of this Section, the Receiver may file an  
11 Affidavit of Non-Compliance regarding the failure and a motion seeking compliance or a  
12 contempt citation.

13 **XVII. PROVISION OF INFORMATION TO RECEIVER**

14 **IT IS FURTHER ORDERED** that Defendants shall immediately provide to the  
15 Receiver:

16 A. A list of all Assets and accounts of the Receivership Entities that are held in any  
17 name other than the name of a Receivership Entity, or by any person or entity other than a  
18 Receivership Entity;

19 B. A list of all agents, employees, officers, attorneys, servants and those persons in  
20 active concert and participation with the Receivership Entities, or who have been associated or  
21 done business with the Receivership Entities; and

22 C. A description of any documents covered by attorney-client privilege or attorney  
23 work product, including files where such documents are likely to be located, authors or recipients  
24 of such documents, and search terms likely to identify such electronic documents.

25 **XVIII. COOPERATION WITH THE RECEIVER**

26 **IT IS FURTHER ORDERED** that Defendants; Receivership Entities; Defendants' or  
27 Receivership Entities' officers, agents, employees, and attorneys, all other persons in active  
28

concert or participation with any of them, and any other person with possession, custody, or control of property of or records relating to the Receivership Entities who receive actual notice of this Order shall fully cooperate with and assist the Receiver. This cooperation and assistance shall include, but is not limited to, providing information to the Receiver that the Receiver deems necessary to exercise the authority and discharge the responsibilities of the Receiver under this Order; providing any keys, codes, user names and passwords required to access any computers, electronic devices, mobile devices, and machines (onsite or remotely) and any cloud account (including specific method to access account) or electronic file in any medium; advising all persons who owe money to any Receivership Entity that all debts should be paid directly to the Receiver; and transferring funds at the Receiver's direction and producing records related to the Assets and sales of the Receivership Entities.

#### **XIX. NON-INTERFERENCE WITH THE RECEIVER**

**IT IS FURTHER ORDERED** that Defendants; Receivership Entities; Defendants' or Receivership Entities' officers, agents, employees, attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order; and any other person served with a copy of this Order, are hereby restrained and enjoined from directly or indirectly:

A. Interfering with the Receiver's efforts to manage, or take custody, control, or possession of, the Assets or Documents subject to the receivership;

B. Transacting any of the business of the Receivership Entities;

C. Transferring, receiving, altering, selling, encumbering, pledging, assigning, liquidating, or otherwise disposing of any Assets owned, controlled, or in the possession or custody of, or in which an interest is held or claimed by, the Receivership Entities; or

D. Refusing to cooperate with the Receiver or the Receiver's duly authorized agents in the exercise of their duties or authority under any order of this Court.



**XXI. COMPENSATION OF RECEIVER**

**IT IS FURTHER ORDERED** that the Receiver and all personnel hired by the Receiver as herein authorized, including counsel to the Receiver and accountants, are entitled to reasonable compensation for the performance of duties pursuant to this Order and for the cost of actual out-of-pocket expenses incurred by them, from the Assets now held by, in the possession or control of, or which may be received by, the Receivership Entities. The Receiver shall file with the Court and serve on the parties periodic requests for the payment of such reasonable compensation, with the first such request filed no more than sixty (60) days after the date of entry of this Order. The Receiver shall not increase the hourly rates used as the bases for such fee applications without prior approval of the Court.

**XXII. IMMEDIATE ACCESS TO BUSINESS PREMISES AND RECORDS**

**IT IS FURTHER ORDERED** that:

A. In order to allow Plaintiff and the Receiver to preserve Assets and evidence relevant to this action and to expedite discovery, Plaintiff and the Receiver, and their representatives, agents, contractors, and assistants, shall have immediate access to the business premises and storage facilities, owned, controlled, or used by the Receivership Entities. Such locations include, but are not limited to, 7565 Commercial Way, Unit E, Henderson, NV 89011; 7350 Eastgate Rd., Suite 140, Henderson, NV 89011; 6260 Lookout Road, Boulder, CO 80301; 2011 Cherry Street, Suite 202, Louisville, CO 80027; and any offsite location or commercial mailbox used by the Receivership Entities. The Receiver may exclude Defendants, Receivership Entities, and their employees from the business premises during the immediate access.

B. Plaintiff and the Receiver, and their representatives, agents, contractors, and assistants, are authorized to remove Documents from the Receivership Entities' premises in order that they may be inspected, inventoried, and copied. Plaintiff shall return any removed materials to the Receiver within ten (10) business days of completing inventorying and copying, or such time as is agreed upon by Plaintiff and the Receiver;

1 C. Plaintiff's access to the Receivership Entities' documents pursuant to this Section  
2 shall not provide grounds for any Defendant to object to any subsequent request for documents  
3 served by Plaintiff;

4 D. Plaintiff and the Receiver, and their representatives, agents, contractors, and  
5 assistants, are authorized to obtain the assistance of federal, state and local law enforcement  
6 officers as they deem necessary to effect service and to implement peacefully the provisions of  
7 this Order;

8 E. If any Documents, computers, or electronic storage devices containing  
9 information related to the business practices or finances of the Receivership Entities are at a  
10 location other than those listed herein, including personal residence(s) of any Defendant, then,  
11 immediately upon receiving notice of this order, Defendants and Receivership Entities shall  
12 produce to the Receiver all such Documents, computers, and electronic storage devices, along  
13 with any codes or passwords needed for access. In order to prevent the destruction of computer  
14 data, upon service of this Order, any such computers or electronic storage devices shall be  
15 powered down in the normal course of the operating system used on such devices and shall not  
16 be powered up or used until produced for copying and inspection; and

17 F. If any communications or records of any Receivership Entity are stored with an  
18 Electronic Data Host, such Entity shall, immediately upon receiving notice of this order, provide  
19 the Receiver with the username, passwords, and any other login credential needed to access the  
20 communications and records, and shall not attempt to access, or cause a third-party to attempt to  
21 access, the communications or records.

22 **XXIII. DISTRIBUTION OF ORDER BY DEFENDANTS**

23 **IT IS FURTHER ORDERED** that Defendants shall immediately provide a copy of this  
24 Order to each affiliate, telemarketer, marketer, sales entity, successor, assign, member, officer,  
25 director, employee, agent, independent contractor, client, attorney, spouse, subsidiary, division,  
26 and representative of any Defendant, and shall, within ten (10) days from the date of entry of this  
27 Order, provide Plaintiff and the Receiver with a sworn statement that this provision of the Order  
28

has been satisfied, which statement shall include the names, physical addresses, phone numbers, and email addresses of each such person or entity who received a copy of the Order.

Furthermore, Defendants shall not take any action that would encourage officers, agents, members, directors, employees, salespersons, independent contractors, attorneys, subsidiaries, affiliates, successors, assigns or other persons or entities in active concert or participation with them to disregard this Order or believe that they are not bound by its provisions.

#### **XXIV. EXPEDITED DISCOVERY**

**IT IS FURTHER ORDERED** that, notwithstanding the provisions of Federal Rules of Civil Procedure 26(d) and (f) and 30(a)(2)(c), and pursuant to Rules 30(a), 34, and 45, Plaintiff and the Receiver are granted leave, at any time after service of this Order, to conduct limited expedited discovery for the purpose of discovering: (1) the nature, location, status, and extent of Defendants' Assets; (2) the nature, location, and extent of Defendants' businesses transactions and operations; (3) Documents reflecting Defendants' business transactions and operations; or (4) compliance with this Order. The limited expedited discovery set forth in this Section shall proceed as follows:

A. Plaintiff and the Receiver may take the deposition of parties and non-parties. Five (5) days' notice shall be sufficient notice for such depositions. The limitations and conditions set forth in Rules 30(a)(2)(B) and 31(a)(2)(B) of the Federal Rules of Civil Procedure regarding subsequent depositions of an individual shall not apply to depositions taken pursuant to this Section. Any such deposition taken pursuant to this Section shall not be counted towards the deposition limit set forth in Rules 30(a)(2)(A) and 31(a)(2)(A), and depositions may be taken by telephone or other remote electronic means;

B. Plaintiff and the Receiver may serve upon parties requests for production of Documents or inspection that require production or inspection within ten (10) days of service.

C. Plaintiff and the Receiver may serve upon parties interrogatories that require response within ten (10) days after Plaintiff serves such interrogatories;

1 D. The Plaintiff and the Receiver may serve subpoenas upon non-parties that direct  
2 production or inspection within ten (10) days of service.

3 E. Service of discovery upon a party to this action, taken pursuant to this Section,  
4 shall be sufficient if made by facsimile, email, or by overnight delivery.

5 F. Any expedited discovery taken pursuant to this Section is in addition to, and is not  
6 subject to, the limits on discovery set forth in the Federal Rules of Civil Procedure and the Local  
7 Rules of this Court. The expedited discovery permitted by this Section does not require a  
8 meeting or conference of the parties, pursuant to Rules 26(d) & (f) of the Federal Rules of Civil  
9 Procedure.

#### 10 **XXV. SERVICE OF THIS ORDER**

11 **IT IS FURTHER ORDERED** that copies of this Order as well as the Motion for  
12 Temporary Restraining Order and all other pleadings, Documents, and exhibits filed  
13 contemporaneously with that Motion (other than the complaint and summons), may be served by  
14 any means, including facsimile transmission, electronic mail or other electronic messaging,  
15 personal or overnight delivery, U.S. Mail or FedEx, by agents and employees of Plaintiff, by any  
16 law enforcement agency, or by private process server, upon any Defendant or any Person  
17 (including any financial institution) that may have possession, custody, or control of any Asset or  
18 Document of any Defendant, or that may be subject to any provision of this Order pursuant to  
19 Rule 65(d)(2) of the Federal Rules of Civil Procedure. For purposes of this Section, service upon  
20 any branch, subsidiary, affiliate or office of any entity shall effect service upon the entire entity.

#### 21 **XXVI. CORRESPONDENCE AND SERVICE ON PLAINTIFF**

22 **IT IS FURTHER ORDERED** that, for the purpose of this Order, all correspondence  
23 and service of pleadings on Plaintiff shall be addressed to:

24 **Sarah Waldrop**  
25 **Michelle Schaefer**  
26 Mailstop CC-9528  
27 600 Pennsylvania Ave., NW  
28 Washington, DC 20580  
202-326-3444  
202-326-3197 (fax)

swaldrop@ftc.gov  
mschaefer@ftc.gov

**XXVII. PRELIMINARY INJUNCTION HEARING**

**IT IS FURTHER ORDERED** that, pursuant to Fed. R. Civ. P. 65(b), Defendants shall appear before this Court on Tuesday, August 8, 2017, at 3:00 p.m., to show cause, if there is any, why this Court should not enter a preliminary injunction, pending final ruling on the Complaint against Defendants, enjoining the violations of the law alleged in the Complaint, continuing the freeze of their Assets, continuing the receivership, and imposing such additional relief as may be appropriate.

**XXVIII. BRIEFS AND AFFIDAVITS CONCERNING PRELIMINARY  
INJUNCTION**

**IT IS FURTHER ORDERED** that:

A. Defendants shall file with the Court and serve on Plaintiff's counsel any answering pleadings, affidavits, motions, expert reports or declarations, or legal memoranda no later than three (3) days prior to the order to show cause hearing scheduled pursuant to this Order. Plaintiff may file responsive or supplemental pleadings, materials, affidavits, or memoranda with the Court and serve the same on counsel for Defendants no later than one (1) day prior to the order to show cause hearing.

B. The question of whether this Court should enter a preliminary injunction shall be resolved on the pleadings, declarations, exhibits, and memoranda filed by, and oral argument of, the parties. Live testimony shall be heard only on further order of this Court. Any motion to permit such testimony shall be filed with the Court and served on counsel for the other parties at least three (3) days prior to the preliminary injunction hearing in this matter. Such motion shall set forth the name, address, and telephone number of each proposed witness, a detailed summary or affidavit revealing the substance of each proposed witness's expected testimony, and an explanation of why the taking of live testimony would be helpful to this Court. Any papers opposing a timely motion to present live testimony or to present live testimony in response to



1 another party's timely motion to present live testimony shall be filed with this Court and served  
2 on the other parties at least one (1) day prior to the order to show cause hearing.

3 C. Service of any affidavit, pleading, motion, expert report, declaration, legal  
4 memorandum, or opposition contemplated in this Section shall be performed by personal or  
5 overnight delivery, facsimile, or email, and Documents shall be delivered so that they shall be  
6 received by the other parties no later than 5:00 p.m. (Pacific Time) on the appropriate dates  
7 provided in this Section.

8 **XXIX. DURATION OF THE ORDER**

9 **IT IS FURTHER ORDERED** that this Order shall expire fourteen (14) days from the  
10 date of entry noted below, unless within such time, the Order is extended for an additional period  
11 pursuant to Federal Rule of Civil Procedure 65(b)(2).

12 **XXX. RETENTION OF JURISDICTION**

13 **IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this matter for  
14 all purposes.

15 **IT IS SO ORDERED**, this 25th day of July, 2017, at 11:10 a.m.

16  
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UNITED STATES DISTRICT JUDGE  
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TRO Attachment A  
Individual Financial Disclosure Form

## FEDERAL TRADE COMMISSION

FINANCIAL STATEMENT OF INDIVIDUAL DEFENDANT

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**Definitions and Instructions:**

1. Complete all items. Enter "None" or "N/A" ("Not Applicable") in the first field only of any item that does not apply to you. If you cannot fully answer a question, explain why.
2. "Dependents" include your spouse, live-in companion, dependent children, or any other person, whom you or your spouse (or your children's other parent) claimed or could have claimed as a dependent for tax purposes at any time during the past five years.
3. "Assets" and "Liabilities" include ALL assets and liabilities, located within the United States or any foreign country or territory, whether held individually or jointly and whether held by you, your spouse, or your dependents, or held by others for the benefit of you, your spouse, or your dependents.
4. Attach continuation pages as needed. On the financial statement, state next to the Item number that the Item is being continued. On the continuation page(s), identify the Item number(s) being continued.
5. Type or print legibly.
6. Initial each page in the space provided in the lower right corner.
7. Sign and date the completed financial statement on the last page.

**Penalty for False Information:**

Federal law provides that any person may be imprisoned for not more than five years, fined, or both, if such person:

(1) "in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or devise a material fact; makes any materially false, fictitious or fraudulent statement or representation; or makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry" (18 U.S.C. § 1001);

(2) "in any . . . statement under penalty of perjury as permitted under section 1746 of title 28, United States Code, willfully subscribes as true any material matter which he does not believe to be true" (18 U.S.C. § 1621); or

(3) "in any ( . . . statement under penalty of perjury as permitted under section 1746 of title 28, United States Code) in any proceeding before or ancillary to any court or grand jury of the United States knowingly makes any false material declaration or makes or uses any other information . . . knowing the same to contain any false material declaration" (18 U.S.C. § 1623).

For a felony conviction under the provisions cited above, federal law provides that the fine may be not more than the greater of (i) \$250,000 for an individual or \$500,000 for a corporation, or (ii) if the felony results in pecuniary gain to any person or pecuniary loss to any person other than the defendant, the greater of twice the gross gain or twice the gross loss. 18 U.S.C. § 3571.

**BACKGROUND INFORMATION****Item 1. Information About You**

Full Name	Social Security No.		
Current Address of Primary Residence	Driver's License No.		State Issued
	Phone Numbers Home: (    ) Fax: (    )	Date of Birth:    /    / (mm/dd/yyyy)	
	Place of Birth		
<input type="checkbox"/> Rent <input type="checkbox"/> Own      From (Date):    /    / (mm/dd/yyyy)	E-Mail Address		
Internet Home Page			

**Previous Addresses for past five years** (if required, use additional pages at end of form)

Address	From:    /    / (mm/dd/yyyy)	Until:    /    / (mm/dd/yyyy)
	<input type="checkbox"/> Rent <input type="checkbox"/> Own	
Address	From:    /    /	Until:    /    /
	<input type="checkbox"/> Rent <input type="checkbox"/> Own	
Address	From:    /    /	Until:    /    /
	<input type="checkbox"/> Rent <input type="checkbox"/> Own	
Identify any other name(s) and/or social security number(s) you have used, and the time period(s) during which they were used:		

**Item 2. Information About Your Spouse or Live-In Companion**

Spouse/Companion's Name	Social Security No.	Date of Birth /    / (mm/dd/yyyy)
Address (if different from yours)	Phone Number (    )	Place of Birth
	<input type="checkbox"/> Rent <input type="checkbox"/> Own      From (Date):    /    / (mm/dd/yyyy)	
Identify any other name(s) and/or social security number(s) you have used, and the time period(s) during which they were used:		
Employer's Name and Address	Job Title	
	Years in Present Job	Annual Gross Salary/Wages \$

**Item 3. Information About Your Previous Spouse**

Name and Address	Social Security No.
	Date of Birth /    / (mm/dd/yyyy)

**Item 4. Contact Information** (name and address of closest living relative other than your spouse)

Name and Address	Phone Number (    )
------------------	------------------------

Initials: \_\_\_\_\_

**Item 5. Information About Dependents** (whether or not they reside with you)

Name and Address	Social Security No.	Date of Birth / / (mm/dd/yyyy)
	Relationship	
Name and Address	Social Security No.	Date of Birth / / (mm/dd/yyyy)
	Relationship	
Name and Address	Social Security No.	Date of Birth / / (mm/dd/yyyy)
	Relationship	
Name and Address	Social Security No.	Date of Birth / / (mm/dd/yyyy)
	Relationship	

**Item 6. Employment Information/Employment Income**

Provide the following information for this year-to-date and for each of the previous five full years, for each business entity of which you were a director, officer, member, partner, employee (including self-employment), agent, owner, shareholder, contractor, participant or consultant at any time during that period. "Income" includes, but is not limited to, any salary, commissions, distributions, draws, consulting fees, loans, loan payments, dividends, royalties, and benefits for which you did not pay (e.g., health insurance premiums, automobile lease or loan payments) received by you or anyone else on your behalf.

Company Name and Address	Dates Employed		Income Received: Y-T-D & 5 Prior Yrs.	
	From (Month/Year) /	To (Month/Year) /	Year	Income
Ownership Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No			20	\$
Positions Held	From (Month/Year)	To (Month/Year)		\$
	/	/		\$
	/	/		\$
	/	/		\$
	/	/		\$
Company Name and Address	Dates Employed		Income Received: Y-T-D & 5 Prior Yrs.	
	From (Month/Year) /	To (Month/Year) /	Year	Income
Ownership Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No			20	\$
Positions Held	From (Month/Year)	To (Month/Year)		\$
	/	/		\$
	/	/		\$
	/	/		\$
	/	/		\$
Company Name and Address	Dates Employed		Income Received: Y-T-D & 5 Prior Yrs.	
	From (Month/Year) /	To (Month/Year) /	Year	Income
Ownership Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No			20	\$
Positions Held	From (Month/Year)	To (Month/Year)		\$
	/	/		\$
	/	/		\$
	/	/		\$
	/	/		\$

Initials: \_\_\_\_\_

**Item 7. Pending Lawsuits Filed By or Against You or Your Spouse**

List all pending lawsuits that have been filed by or against you or your spouse in any court or before an administrative agency in the United States or in any foreign country or territory. **Note:** At Item 12, list lawsuits that resulted in final judgments or settlements in your favor. At Item 21, list lawsuits that resulted in final judgments or settlements against you.

Caption of Proceeding	Court or Agency and Location	Case No.	Nature of Proceeding	Relief Requested	Status or Disposition

**Item 8. Safe Deposit Boxes**

List all safe deposit boxes, located within the United States or in any foreign country or territory, whether held individually or jointly and whether held by you, your spouse, or any of your dependents, or held by others for the benefit of you, your spouse, or any of your dependents.

Name of Owner(s)	Name & Address of Depository Institution	Box No.	Contents

Initials: \_\_\_\_\_

**FINANCIAL INFORMATION**

**REMINDER:** When an item asks for information regarding your "assets" and "liabilities" include ALL assets and liabilities, located within the United States or in any foreign country or territory, or institution, whether held individually or jointly, and whether held by you, your spouse, or any of your dependents, or held by others for the benefit of you, your spouse, or any of your dependents. In addition, provide all documents requested in Item 24 with your completed Financial Statement.

**ASSETS****Item 9. Cash, Bank, and Money Market Accounts**

List cash on hand (as opposed to cash in bank accounts or other financial accounts) and all bank accounts, money market accounts, or other financial accounts, including but not limited to checking accounts, savings accounts, and certificates of deposit. The term "cash on hand" includes but is not limited to cash in the form of currency, uncashed checks, and money orders.

a. Amount of Cash on Hand \$		Form of Cash on Hand	
b. Name on Account	Name & Address of Financial Institution	Account No.	Current Balance
			\$
			\$
			\$
			\$
			\$

**Item 10. Publicly Traded Securities**

List all publicly traded securities, including but not limited to, stocks, stock options, corporate bonds, mutual funds, U.S. government securities (including but not limited to treasury bills and treasury notes), and state and municipal bonds. Also list any U.S. savings bonds.

Owner of Security	Issuer	Type of Security	No. of Units Owned
Broker House, Address	Broker Account No.		
	Current Fair Market Value \$	Loan(s) Against Security \$	
Owner of Security	Issuer	Type of Security	No. of Units Owned
Broker House, Address	Broker Account No.		
	Current Fair Market Value \$	Loan(s) Against Security \$	
Owner of Security	Issuer	Type of Security	No. of Units Owned
Broker House, Address	Broker Account No.		
	Current Fair Market Value \$	Loan(s) Against Security \$	

Initials: \_\_\_\_\_

**Item 11. Non-Public Business and Financial Interests**

List all non-public business and financial interests, including but not limited to any interest in a non-public corporation, subchapter-S corporation, limited liability corporation ("LLC"), general or limited partnership, joint venture, sole proprietorship, international business corporation or personal investment corporation, and oil or mineral lease.

Entity's Name & Address	Type of Business or Financial Interest (e.g., LLC, partnership)	Owner (e.g., self, spouse)	Ownership %	If Officer, Director, Member or Partner, Exact Title

**Item 12. Amounts Owed to You, Your Spouse, or Your Dependents**

Debtor's Name & Address	Date Obligation Incurred (Month/Year) /	Original Amount Owed \$	Nature of Obligation (if the result of a final court judgment or settlement, provide court name and docket number)
	Current Amount Owed \$	Payment Schedule \$	
Debtor's Telephone	Debtor's Relationship to You		
Debtor's Name & Address	Date Obligation Incurred (Month/Year) /	Original Amount Owed \$	Nature of Obligation (if the result of a final court judgment or settlement, provide court name and docket number)
	Current Amount Owed \$	Payment Schedule \$	
Debtor's Telephone	Debtor's Relationship to You		

**Item 13. Life Insurance Policies**

List all life insurance policies (including endowment policies) with any cash surrender value.

Insurance Company's Name, Address, & Telephone No.	Beneficiary	Policy No.	Face Value \$
	Insured	Loans Against Policy \$	Surrender Value \$
Insurance Company's Name, Address, & Telephone No.	Beneficiary	Policy No.	Face Value \$
	Insured	Loans Against Policy \$	Surrender Value \$

**Item 14. Deferred Income Arrangements**

List all deferred income arrangements, including but not limited to, deferred annuities, pensions plans, profit-sharing plans, 401(k) plans, IRAs, Keoghs, other retirement accounts, and college savings plans (e.g., 529 Plans).

Trustee or Administrator's Name, Address & Telephone No.	Name on Account		Account No.
	Date Established / / (mm/dd/yyyy)	Type of Plan	Surrender Value before Taxes and Penalties \$
Trustee or Administrator's Name, Address & Telephone No.	Name on Account		Account No.
	Date Established / /	Type of Plan	Surrender Value before Taxes and Penalties \$

Initials: \_\_\_\_\_



**Item 15. Pending Insurance Payments or Inheritances**

List any pending insurance payments or inheritances owed to you.

Type	Amount Expected	Date Expected (mm/dd/yyyy)
	\$	/ /
	\$	/ /
	\$	/ /

**Item 16. Vehicles**

List all cars, trucks, motorcycles, boats, airplanes, and other vehicles.

Vehicle Type	Year	Registered Owner's Name	Purchase Price \$	Original Loan Amount \$	Current Balance \$
Make		Registration State & No.	Account/Loan No.	Current Value \$	Monthly Payment \$
Model		Address of Vehicle's Location	Lender's Name and Address		
Vehicle Type	Year	Registered Owner's Name	Purchase Price \$	Original Loan Amount \$	Current Balance \$
Make		Registration State & No.	Account/Loan No.	Current Value \$	Monthly Payment \$
Model		Address of Vehicle's Location	Lender's Name and Address		
Vehicle Type	Year	Registered Owner's Name	Purchase Price \$	Original Loan Amount \$	Current Balance \$
Make		Registration State & No.	Account/Loan No.	Current Value \$	Monthly Payment \$
Model		Address of Vehicle's Location	Lender's Name and Address		
Vehicle Type	Year	Registered Owner's Name	Purchase Price \$	Original Loan Amount \$	Current Balance \$
Make		Registration State & No.	Account/Loan No.	Current Value \$	Monthly Payment \$
Model		Address of Vehicle's Location	Lender's Name and Address		

**Item 17. Other Personal Property**

List all other personal property not listed in Items 9-16 by category, whether held for personal use, investment or any other reason, including but not limited to coins, stamps, artwork, gemstones, jewelry, bullion, other collectibles, copyrights, patents, and other intellectual property.

Property Category (e.g., artwork, jewelry)	Name of Owner	Property Location	Acquisition Cost	Current Value
			\$	\$
			\$	\$
			\$	\$

Initials: \_\_\_\_\_

**Item 18. Real Property**

List all real property interests (including any land contract)

Property's Location		Type of Property	Name(s) on Title or Contract and Ownership Percentages	
Acquisition Date (mm/dd/yyyy) / /	Purchase Price \$	Current Value \$	Basis of Valuation	
Lender's Name and Address		Loan or Account No.	Current Balance On First Mortgage or Contract \$	
			Monthly Payment \$	
Other Mortgage Loan(s) (describe)		Monthly Payment \$	<input type="checkbox"/> Rental Unit	
		Current Balance \$	Monthly Rent Received \$	
Property's Location		Type of Property	Name(s) on Title or Contract and Ownership Percentages	
Acquisition Date (mm/dd/yyyy) / /	Purchase Price \$	Current Value \$	Basis of Valuation	
Lender's Name and Address		Loan or Account No.	Current Balance On First Mortgage or Contract \$	
			Monthly Payment \$	
Other Mortgage Loan(s) (describe)		Monthly Payment \$	<input type="checkbox"/> Rental Unit	
		Current Balance \$	Monthly Rent Received \$	

**LIABILITIES****Item 19. Credit Cards**

List each credit card account held by you, your spouse, or your dependents, and any other credit cards that you, your spouse, or your dependents use, whether issued by a United States or foreign financial institution.

Name of Credit Card (e.g., Visa, MasterCard, Department Store)	Account No.	Name(s) on Account	Current Balance
			\$
			\$
			\$
			\$
			\$

**Item 20. Taxes Payable**

List all taxes, such as income taxes or real estate taxes, owed by you, your spouse, or your dependents.

Type of Tax	Amount Owed	Year Incurred
	\$	
	\$	
	\$	

Initials: \_\_\_\_\_

**Item 21. Other Amounts Owed by You, Your Spouse, or Your Dependents**

List all other amounts, not listed elsewhere in this financial statement, owed by you, your spouse, or your dependents.

Lender/Creditor's Name, Address, and Telephone No.		Nature of Debt (if the result of a court judgment or settlement, provide court name and docket number)	
		Lender/Creditor's Relationship to You	
Date Liability Was Incurred / / (mm/dd/yyyy)	Original Amount Owed \$	Current Amount Owed \$	Payment Schedule
Lender/Creditor's Name, Address, and Telephone No.		Nature of Debt (if the result of a court judgment or settlement, provide court name and docket number)	
		Lender/Creditor's Relationship to You	
Date Liability Was Incurred / / (mm/dd/yyyy)	Original Amount Owed \$	Current Amount Owed \$	Payment Schedule

**OTHER FINANCIAL INFORMATION****Item 22. Trusts and Escrows**

List all funds and other assets that are being held in trust or escrow by any person or entity for you, your spouse, or your dependents. Include any legal retainers being held on your behalf by legal counsel. Also list all funds or other assets that are being held in trust or escrow by you, your spouse, or your dependents, for any person or entity.

Trustee or Escrow Agent's Name & Address	Date Established (mm/dd/yyyy)	Grantor	Beneficiaries	Present Market Value of Assets*
	/ /			\$
	/ /			\$
	/ /			\$

\*If the market value of any asset is unknown, describe the asset and state its cost, if you know it.

**Item 23. Transfers of Assets**

List each person or entity to whom you have transferred, in the aggregate, more than \$5,000 in funds or other assets during the previous five years by loan, gift, sale, or other transfer (exclude ordinary and necessary living and business expenses paid to unrelated third parties). For each such person or entity, state the total amount transferred during that period.

Transferee's Name, Address, & Relationship	Property Transferred	Aggregate Value*	Transfer Date (mm/dd/yyyy)	Type of Transfer (e.g., Loan, Gift)
		\$	/ /	
		\$	/ /	
		\$	/ /	

\*If the market value of any asset is unknown, describe the asset and state its cost, if you know it.

Initials: \_\_\_\_\_

**Item 24. Document Requests**

Provide copies of the following documents with your completed Financial Statement.

	Federal tax returns filed during the last three years by or on behalf of you, your spouse, or your dependents.
	All applications for bank loans or other extensions of credit (other than credit cards) that you, your spouse, or your dependents have submitted within the last two years, including by obtaining copies from lenders if necessary.
Item 9	For each bank account listed in Item 9, all account statements for the past 3 years.
Item 11	For each business entity listed in Item 11, provide (including by causing to be generated from accounting records) the most recent balance sheet, tax return, annual income statement, the most recent year-to-date income statement, and all general ledger files from account records.
Item 17	All appraisals that have been prepared for any property listed in Item 17, including appraisals done for insurance purposes. You may exclude any category of property where the total appraised value of all property in that category is less than \$2,000.
Item 18	All appraisals that have been prepared for real property listed in Item 18.
Item 21	Documentation for all debts listed in Item 21.
Item 22	All executed documents for any trust or escrow listed in Item 22. Also provide any appraisals, including insurance appraisals that have been done for any assets held by any such trust or in any such escrow.

**SUMMARY FINANCIAL SCHEDULES****Item 25. Combined Balance Sheet for You, Your Spouse, and Your Dependents**

Assets		Liabilities	
Cash on Hand (Item 9)	\$	Loans Against Publicly Traded Securities (Item 10)	\$
Funds Held in Financial Institutions (Item 9)	\$	Vehicles - Liens (Item 16)	\$
U.S. Government Securities (Item 10)	\$	Real Property - Encumbrances (Item 18)	\$
Publicly Traded Securities (Item 10)	\$	Credit Cards (Item 19)	\$
Non-Public Business and Financial Interests (Item 11)	\$	Taxes Payable (Item 20)	\$
Amounts Owed to You (Item 12)	\$	Amounts Owed by You (Item 21)	\$
Life Insurance Policies (Item 13)	\$	<b>Other Liabilities (Itemize)</b>	
Deferred Income Arrangements (Item 14)	\$		\$
Vehicles (Item 16)	\$		\$
Other Personal Property (Item 17)	\$		\$
Real Property (Item 18)	\$		\$
<b>Other Assets (Itemize)</b>			\$
	\$		\$
	\$		\$
	\$		\$
<b>Total Assets</b>	\$	<b>Total Liabilities</b>	\$

**Item 26. Combined Current Monthly Income and Expenses for You, Your Spouse, and Your Dependents**

Provide the current monthly income and expenses for you, your spouse, and your dependents. Do not include credit card payments separately; rather, include credit card expenditures in the appropriate categories.

Income (State source of each item)		Expenses	
Salary - After Taxes Source:	\$	Mortgage or Rental Payments for Residence(s)	\$
Fees, Commissions, and Royalties Source:	\$	Property Taxes for Residence(s)	\$
Interest Source:	\$	Rental Property Expenses, Including Mortgage Payments, Taxes, and Insurance	\$
Dividends and Capital Gains Source:	\$	Car or Other Vehicle Lease or Loan Payments	\$
Gross Rental Income Source:	\$	Food Expenses	\$
Profits from Sole Proprietorships Source:	\$	Clothing Expenses	\$
Distributions from Partnerships, S-Corporations, and LLCs Source:	\$	Utilities	\$

Initials: \_\_\_\_\_

**Item 26. Combined Current Monthly Income and Expenses for You, Your Spouse, and Your Dependents (cont.)**

Distributions from Trusts and Estates Source:	\$	Medical Expenses, Including Insurance	\$
Distributions from Deferred Income Arrangements Source:	\$	Other Insurance Premiums	\$
Social Security Payments	\$	Other Transportation Expenses	\$
Alimony/Child Support Received	\$	<b>Other Expenses (Itemize)</b>	
Gambling Income	\$		\$
<b>Other Income (Itemize)</b>			\$
	\$		\$
	\$		\$
	\$		\$
<b>Total Income</b>	\$	<b>Total Expenses</b>	\$

**ATTACHMENTS****Item 27. Documents Attached to this Financial Statement**

List all documents that are being submitted with this financial statement. For any Item 24 documents that are not attached, explain why.

Item No. Document Relates To	Description of Document

I am submitting this financial statement with the understanding that it may affect action by the Federal Trade Commission or a federal court. I have used my best efforts to obtain the information requested in this statement. The responses I have provided to the items above are true and contain all the requested facts and information of which I have notice or knowledge. I have provided all requested documents in my custody, possession, or control. I know of the penalties for false statements under 18 U.S.C. § 1001, 18 U.S.C. § 1621, and 18 U.S.C. § 1623 (five years imprisonment and/or fines). I certify under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on:

\_\_\_\_\_  
(Date)\_\_\_\_\_  
Signature

**TRO Attachment B**  
**Entity Financial Disclosure Form**

**FEDERAL TRADE COMMISSION**

**FINANCIAL STATEMENT OF CORPORATE DEFENDANT**

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**Instructions:**

1. Complete all items. Enter “None” or “N/A” (“Not Applicable”) where appropriate. If you cannot fully answer a question, explain why.
2. The font size within each field will adjust automatically as you type to accommodate longer responses.
3. In completing this financial statement, “the corporation” refers not only to this corporation but also to each of its predecessors that are not named defendants in this action.
4. When an Item asks for information about assets or liabilities “held by the corporation,” include ALL such assets and liabilities, located within the United States or elsewhere, held by the corporation or held by others for the benefit of the corporation.
5. Attach continuation pages as needed. On the financial statement, state next to the Item number that the Item is being continued. On the continuation page(s), identify the Item number being continued.
6. Type or print legibly.
7. An officer of the corporation must sign and date the completed financial statement on the last page and initial each page in the space provided in the lower right corner.

**Penalty for False Information:**

Federal law provides that any person may be imprisoned for not more than five years, fined, or both, if such person:

- (1) “in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry” (18 U.S.C. § 1001);
- (2) “in any . . . statement under penalty of perjury as permitted under section 1746 of title 28, United States Code, willfully subscribes as true any material matter which he does not believe to be true” (18 U.S.C. § 1621); or
- (3) “in any (. . . statement under penalty of perjury as permitted under section 1746 of title 28, United States Code) in any proceeding before or ancillary to any court or grand jury of the United States knowingly makes any false material declaration or makes or uses any other information . . . knowing the same to contain any false material declaration.” (18 U.S.C. § 1623)

For a felony conviction under the provisions cited above, federal law provides that the fine may be not more than the greater of (i) \$250,000 for an individual or \$500,000 for a corporation, or (ii) if the felony results in pecuniary gain to any person or pecuniary loss to any person other than the defendant, the greater of twice the gross gain or twice the gross loss. 18 U.S.C. § 3571.

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**BACKGROUND INFORMATION**

**Item 1. General Information**

Corporation's Full Name \_\_\_\_\_

Primary Business Address \_\_\_\_\_ From (Date) \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-Mail Address \_\_\_\_\_ Internet Home Page \_\_\_\_\_

All other current addresses & previous addresses for past five years, including post office boxes and mail drops:

Address \_\_\_\_\_ From/Until \_\_\_\_\_

Address \_\_\_\_\_ From/Until \_\_\_\_\_

Address \_\_\_\_\_ From/Until \_\_\_\_\_

All predecessor companies for past five years:

Name & Address \_\_\_\_\_ From/Until \_\_\_\_\_

Name & Address \_\_\_\_\_ From/Until \_\_\_\_\_

Name & Address \_\_\_\_\_ From/Until \_\_\_\_\_

**Item 2. Legal Information**

Federal Taxpayer ID No. \_\_\_\_\_ State & Date of Incorporation \_\_\_\_\_

State Tax ID No. \_\_\_\_\_ State \_\_\_\_\_ Profit or Not For Profit \_\_\_\_\_

Corporation's Present Status: Active \_\_\_\_\_ Inactive \_\_\_\_\_ Dissolved \_\_\_\_\_

If Dissolved: Date dissolved \_\_\_\_\_ By Whom \_\_\_\_\_

Reasons \_\_\_\_\_

Fiscal Year-End (Mo./Day) \_\_\_\_\_ Corporation's Business Activities \_\_\_\_\_

**Item 3. Registered Agent**

Name of Registered Agent \_\_\_\_\_

Address \_\_\_\_\_ Telephone No. \_\_\_\_\_



**Item 4. Principal Stockholders**

List all persons and entities that own at least 5% of the corporation's stock.

<u>Name &amp; Address</u>	<u>% Owned</u>

**Item 5. Board Members**

List all members of the corporation's Board of Directors.

<u>Name &amp; Address</u>	<u>% Owned</u>	<u>Term (From/Until)</u>

**Item 6. Officers**

List all of the corporation's officers, including *de facto* officers (individuals with significant management responsibility whose titles do not reflect the nature of their positions).

<u>Name &amp; Address</u>	<u>% Owned</u>

**Item 7. Businesses Related to the Corporation**

List all corporations, partnerships, and other business entities in which this corporation has an ownership interest.

<u>Name &amp; Address</u>	<u>Business Activities</u>	<u>% Owned</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

State which of these businesses, if any, has ever transacted business with the corporation \_\_\_\_\_

**Item 8. Businesses Related to Individuals**

List all corporations, partnerships, and other business entities in which the corporation's principal stockholders, board members, or officers (i.e., the individuals listed in Items 4 - 6 above) have an ownership interest.

<u>Individual's Name</u>	<u>Business Name &amp; Address</u>	<u>Business Activities</u>	<u>% Owned</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

State which of these businesses, if any, have ever transacted business with the corporation \_\_\_\_\_

**Item 9. Related Individuals**

List all related individuals with whom the corporation has had any business transactions during the three previous fiscal years and current fiscal year-to-date. A "related individual" is a spouse, sibling, parent, or child of the principal stockholders, board members, and officers (i.e., the individuals listed in Items 4 - 6 above).

<u>Name and Address</u>	<u>Relationship</u>	<u>Business Activities</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Item 10. Outside Accountants**

List all outside accountants retained by the corporation during the last three years.

<u>Name</u>	<u>Firm Name</u>	<u>Address</u>	<u>CPA/PA?</u>

**Item 11. Corporation's Recordkeeping**

List all individuals within the corporation with responsibility for keeping the corporation's financial books and records for the last three years.

<u>Name, Address, &amp; Telephone Number</u>	<u>Position(s) Held</u>

**Item 12. Attorneys**

List all attorneys retained by the corporation during the last three years.

<u>Name</u>	<u>Firm Name</u>	<u>Address</u>

**Item 13. Pending Lawsuits Filed by the Corporation**

List all pending lawsuits that have been filed by the corporation in court or before an administrative agency. (List lawsuits that resulted in final judgments or settlements in favor of the corporation in Item 25).

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

**Item 14. Current Lawsuits Filed Against the Corporation**

List all pending lawsuits that have been filed against the corporation in court or before an administrative agency. (List lawsuits that resulted in final judgments, settlements, or orders in Items 26 - 27).

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

**Item 15. Bankruptcy Information**

List all state insolvency and federal bankruptcy proceedings involving the corporation.

Commencement Date \_\_\_\_\_ Termination Date \_\_\_\_\_ Docket No. \_\_\_\_\_

If State Court: Court & County \_\_\_\_\_ If Federal Court: District \_\_\_\_\_

Disposition \_\_\_\_\_

**Item 16. Safe Deposit Boxes**

List all safe deposit boxes, located within the United States or elsewhere, held by the corporation, or held by others for the benefit of the corporation. *On a separate page, describe the contents of each box.*

<u>Owner's Name</u>	<u>Name &amp; Address of Depository Institution</u>	<u>Box No.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**FINANCIAL INFORMATION**

**REMINDER:** When an Item asks for information about assets or liabilities “held by the corporation,” include **ALL** such assets and liabilities, located within the United States or elsewhere, held by the corporation or held by others for the benefit of the corporation.

**Item 17. Tax Returns**

List all federal and state corporate tax returns filed for the last three complete fiscal years. *Attach copies of all returns.*

<u>Federal/ State/Both</u>	<u>Tax Year</u>	<u>Tax Due Federal</u>	<u>Tax Paid Federal</u>	<u>Tax Due State</u>	<u>Tax Paid State</u>	<u>Preparer's Name</u>
_____	_____	\$ _____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	\$ _____	_____

**Item 18. Financial Statements**

List all financial statements that were prepared for the corporation's last three complete fiscal years and for the current fiscal year-to-date. *Attach copies of all statements, providing audited statements if available.*

<u>Year</u>	<u>Balance Sheet</u>	<u>Profit &amp; Loss Statement</u>	<u>Cash Flow Statement</u>	<u>Changes in Owner's Equity</u>	<u>Audited?</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**Item 19. Financial Summary**

For each of the last three complete fiscal years and for the current fiscal year-to-date for which the corporation has not provided a profit and loss statement in accordance with Item 18 above, provide the following summary financial information.

	<u>Current Year-to-Date</u>	<u>1 Year Ago</u>	<u>2 Years Ago</u>	<u>3 Years Ago</u>
<u>Gross Revenue</u>	\$_____	\$_____	\$_____	\$_____
<u>Expenses</u>	\$_____	\$_____	\$_____	\$_____
<u>Net Profit After Taxes</u>	\$_____	\$_____	\$_____	\$_____
<u>Payables</u>	\$_____			
<u>Receivables</u>	\$_____			

**Item 20. Cash, Bank, and Money Market Accounts**

List cash and all bank and money market accounts, including but not limited to, checking accounts, savings accounts, and certificates of deposit, held by the corporation. The term "cash" includes currency and uncashed checks.

Cash on Hand \$\_\_\_\_\_ Cash Held for the Corporation's Benefit \$\_\_\_\_\_

<u>Name &amp; Address of Financial Institution</u>	<u>Signator(s) on Account</u>	<u>Account No.</u>	<u>Current Balance</u>
_____	_____	_____	\$_____
_____	_____	_____	\$_____
_____	_____	_____	\$_____
_____	_____	_____	\$_____

**Item 21. Government Obligations and Publicly Traded Securities**

List all U.S. Government obligations, including but not limited to, savings bonds, treasury bills, or treasury notes, held by the corporation. Also list all publicly traded securities, including but not limited to, stocks, stock options, registered and bearer bonds, state and municipal bonds, and mutual funds, held by the corporation.

Issuer \_\_\_\_\_ Type of Security/Obligation \_\_\_\_\_

No. of Units Owned \_\_\_\_\_ Current Fair Market Value \$ \_\_\_\_\_ Maturity Date \_\_\_\_\_

Issuer \_\_\_\_\_ Type of Security/Obligation \_\_\_\_\_

No. of Units Owned \_\_\_\_\_ Current Fair Market Value \$ \_\_\_\_\_ Maturity Date \_\_\_\_\_

**Item 22. Real Estate**

List all real estate, including leaseholds in excess of five years, held by the corporation.

Type of Property \_\_\_\_\_ Property's Location \_\_\_\_\_

Name(s) on Title and Ownership Percentages \_\_\_\_\_

Current Value \$ \_\_\_\_\_ Loan or Account No. \_\_\_\_\_

Lender's Name and Address \_\_\_\_\_

Current Balance On First Mortgage \$ \_\_\_\_\_ Monthly Payment \$ \_\_\_\_\_

Other Loan(s) (describe) \_\_\_\_\_ Current Balance \$ \_\_\_\_\_

Monthly Payment \$ \_\_\_\_\_ Rental Unit? \_\_\_\_\_ Monthly Rent Received \$ \_\_\_\_\_

Type of Property \_\_\_\_\_ Property's Location \_\_\_\_\_

Name(s) on Title and Ownership Percentages \_\_\_\_\_

Current Value \$ \_\_\_\_\_ Loan or Account No. \_\_\_\_\_

Lender's Name and Address \_\_\_\_\_

Current Balance On First Mortgage \$ \_\_\_\_\_ Monthly Payment \$ \_\_\_\_\_

Other Loan(s) (describe) \_\_\_\_\_ Current Balance \$ \_\_\_\_\_

Monthly Payment \$ \_\_\_\_\_ Rental Unit? \_\_\_\_\_ Monthly Rent Received \$ \_\_\_\_\_



**Item 23. Other Assets**

List all other property, by category, with an estimated value of \$2,500 or more, held by the corporation, including but not limited to, inventory, machinery, equipment, furniture, vehicles, customer lists, computer software, patents, and other intellectual property.

<u>Property Category</u>	<u>Property Location</u>	<u>Acquisition Cost</u>	<u>Current Value</u>
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

**Item 24. Trusts and Escrows**

List all persons and other entities holding funds or other assets that are in escrow or in trust for the corporation.

<u>Trustee or Escrow Agent's Name &amp; Address</u>	<u>Description and Location of Assets</u>	<u>Present Market Value of Assets</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

**Item 25. Monetary Judgments and Settlements Owed To the Corporation**

List all monetary judgments and settlements, recorded and unrecorded, owed to the corporation.

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_ Docket No. \_\_\_\_\_

Nature of Lawsuit \_\_\_\_\_ Date of Judgment \_\_\_\_\_ Amount \$ \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_ Docket No. \_\_\_\_\_

Nature of Lawsuit \_\_\_\_\_ Date of Judgment \_\_\_\_\_ Amount \$ \_\_\_\_\_

**Item 26. Monetary Judgments and Settlements Owed By the Corporation**

List all monetary judgments and settlements, recorded and unrecorded, owed by the corporation.

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_ Docket No. \_\_\_\_\_

Nature of Lawsuit \_\_\_\_\_ Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_ Docket No. \_\_\_\_\_

Nature of Lawsuit \_\_\_\_\_ Date of Judgment \_\_\_\_\_ Amount \$ \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_ Docket No. \_\_\_\_\_

Nature of Lawsuit \_\_\_\_\_ Date of Judgment \_\_\_\_\_ Amount \$ \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_ Docket No. \_\_\_\_\_

Nature of Lawsuit \_\_\_\_\_ Date of Judgment \_\_\_\_\_ Amount \$ \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_ Docket No. \_\_\_\_\_

Nature of Lawsuit \_\_\_\_\_ Date of Judgment \_\_\_\_\_ Amount \$ \_\_\_\_\_

**Item 27. Government Orders and Settlements**

List all existing orders and settlements between the corporation and any federal or state government entities.

Name of Agency \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_ Telephone No. \_\_\_\_\_

Agreement Date \_\_\_\_\_ Nature of Agreement \_\_\_\_\_

**Item 28. Credit Cards**

List all of the corporation's credit cards and store charge accounts and the individuals authorized to use them.

Name of Credit Card or Store

Names of Authorized Users and Positions Held


**Item 29. Compensation of Employees**

List all compensation and other benefits received from the corporation by the five most highly compensated employees, independent contractors, and consultants (other than those individuals listed in Items 5 and 6 above), for the two previous fiscal years and current fiscal year-to-date. "Compensation" includes, but is not limited to, salaries, commissions, consulting fees, bonuses, dividends, distributions, royalties, pensions, and profit sharing plans. "Other benefits" include, but are not limited to, loans, loan payments, rent, car payments, and insurance premiums, whether paid directly to the individuals, or paid to others on their behalf.

<u>Name/Position</u>	<u>Current Fiscal Year-to-Date</u>	<u>1 Year Ago</u>	<u>2 Years Ago</u>	<u>Compensation or Type of Benefits</u>
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____

**Item 30. Compensation of Board Members and Officers**

List all compensation and other benefits received from the corporation by each person listed in Items 5 and 6, for the current fiscal year-to-date and the two previous fiscal years. "Compensation" includes, but is not limited to, salaries, commissions, consulting fees, dividends, distributions, royalties, pensions, and profit sharing plans. "Other benefits" include, but are not limited to, loans, loan payments, rent, car payments, and insurance premiums, whether paid directly to the individuals, or paid to others on their behalf.

<u>Name/Position</u>	<u>Current Fiscal Year-to-Date</u>	<u>1 Year Ago</u>	<u>2 Years Ago</u>	<u>Compensation or Type of Benefits</u>
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____

**Item 31. Transfers of Assets Including Cash and Property**

List all transfers of assets over \$2,500 made by the corporation, other than in the ordinary course of business, during the previous three years, by loan, gift, sale, or other transfer.

<u>Transferee's Name, Address, &amp; Relationship</u>	<u>Property Transferred</u>	<u>Aggregate Value</u>	<u>Transfer Date</u>	<u>Type of Transfer (e.g., Loan, Gift)</u>
_____	_____	\$ _____	_____	_____
_____	_____	\$ _____	_____	_____
_____	_____	\$ _____	_____	_____
_____	_____	\$ _____	_____	_____
_____	_____	\$ _____	_____	_____

**Item 32. Documents Attached to the Financial Statement**

List all documents that are being submitted with the financial statement.

<u>Item No. Document</u> <u>Relates To</u>	<u>Description of Document</u>

I am submitting this financial statement with the understanding that it may affect action by the Federal Trade Commission or a federal court. I have used my best efforts to obtain the information requested in this statement. The responses I have provided to the items above are true and contain all the requested facts and information of which I have notice or knowledge. I have provided all requested documents in my custody, possession, or control. I know of the penalties for false statements under 18 U.S.C. § 1001, 18 U.S.C. § 1621, and 18 U.S.C. § 1623 (five years imprisonment and/or fines). I certify under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Corporate Position

## TRO Attachment C

### Consent to Release Financial Records

**FEDERAL TRADE COMMISSION**

**CONSENT TO RELEASE OF FINANCIAL RECORDS**

I, \_\_\_\_\_, residing at,  
\_\_\_\_\_, in the United States of America, do hereby direct any  
bank, trust company, or financial institution, at which I have an account of any kind or at which a  
corporation, or natural person has a bank account of any kind upon which I am authorized to  
draw, and its officers, employees, and agents, to disclose all information and delivery copies of  
all documents of every nature in their possession or control that relate to any such account to an  
attorney or representative of the Federal Trade Commission ("FTC"), and to give evidence  
relevant thereto, in the matter of the *FTC v. RevMountain, et al.*, before the  
United States District Court for the District of Nevada, and this shall be irrevocable  
authority for so doing.

This direction is intended to apply to the laws of countries other than the United States of  
America that restrict or prohibit the disclosure of financial information without the consent of the  
holder of the account, and shall be construed as consent with respect thereto, and the same shall  
apply to any of the accounts for which I may be a relevant principal.

Dated: \_\_\_\_\_, 2017

Name (print): \_\_\_\_\_, 2017

Signature: \_\_\_\_\_